

Procedural Guide for the MURRAY-HAYDEN URBAN PARKS AND YOUTH SERVICE PROGRAM

Under the
Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection
Bond Act of 2000



October 31, 2001

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**



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**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

Departmental Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Departmental Focus

As California edges into the 21st Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California's diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies, cooperative associations, foundations, user groups, environmental organizations, and numerous other nonprofits, but will also form new partnerships with a broad range of service providers to ensure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 Bond Act will revive state Stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of Stewardship and enjoyment!

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I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence which appear in these guidelines, are defined below.

Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

“Acquisition and Development” means to obtain property from a willing seller and develop it.

“Allocation” means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

“Applicant” means an agency or organization requesting funding from a program administered by the Department.

“Application” means the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

“Appropriation” means a budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

“At-Risk Youth” means persons who have not attained the age of 24 years, and are at high risk of being affected by criminal activity, adolescent pregnancy, school failure or dropout, juvenile delinquency, gangs, or substance abuse.

“Bond Act” means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

“Capital Projects” means the Acquisition and Development, Development, or Rehabilitation of a Park Facility, park land, Youth Center, Environmental Youth Service Center, or Environmental Enhancement Project.

“CEQA” means the California Environmental Quality Act, [Public Resources Code](#) Section 21000 et. seq.; Title 14, [California Code of Regulations](#) Section 15000 et. seq.

“Competitive” means the Allocation of monies for one or more Projects for the Acquisition and Development of recreational lands and facilities on a project-by-project basis, based upon criteria, through a ranking process.

“Contract” means an agreement between the Department and the Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

“Critical Lack of Park and Open Space” means there is less than 5 acres of park and/or open space land per 1,000 residents currently maintained for public recreation within a highly populated Neighborhood Service Area.

“Department” means the California Department of Parks and Recreation.

“Deteriorated Park Facilities” means the degraded features in a park that physically or visually impair or inhibit the use of the park.

Definitions (continued)

“Development” means improvements to real property by construction of new facilities or renovation or additions to existing facilities.

“Director” means the Director of the California Department of Parks and Recreation.

“District” means:

- Any regional park District, regional park and open-space District, or regional open-space District formed pursuant to the Public Resources Code, Article 3 (commencing with Section 5500) of Chapter 3;
- Any recreation and park District formed pursuant to Chapter 4, Public Resources Code, (commencing with Section 5780) or an authority formed pursuant to Division 26 (commencing with Section 35100);
- With respect to any community or unincorporated region that is not included within a District, and in which no city or county provides parks or recreational areas or facilities, “District” also means any other District that is authorized by statute to operate and manage parks or recreational areas or facilities, employs a full-time park and recreation director, offers year-round park and recreation services on lands and facilities owned by the District, and allocates a substantial portion of its annual operation budget to parks or recreation areas or facilities.

“Environmental Enhancement” is broadly defined to mean the improvement of the combination of social, cultural, and natural conditions that affect a community.

“Environmental Youth Service Centers” is broadly defined as centers that support activities for neighborhood youth and residents that lead to the improvement of the surrounding social, cultural, and/or natural environment.

“Force Account” means Project work performed by a Grantee’s own work force.

“Grantee” means an Applicant who has a Contract for grant funds.

“Heavily Urbanized City” means:

- A city with a population of 200,000 or more, *or*
- A city within a Heavily Urbanized County.

“Heavily Urbanized County” means a county with a population of 750,000 or more.

“Immediate Proximity” means the area that is within a 1-mile radius of the Capital Project, with emphasis on the area within a one-quarter mile of the Project site.

“In-Kind” means those funds and/or donations, which may be from a non-state source, and which may include local, state, or private funds, as well as materials and services.

“Match” means the funds or equivalent In-Kind Contributions that are required in addition to grant funds for some programs.

“Murray-Hayden Urban Parks and Youth Service Program” is hereinafter referred to as the Murray-Hayden Program.

“Neighborhood Service Area” means the area within a 1-mile radius of the Project site that has a Critical Lack of Parks or Open Space Land or Deteriorated Park Facilities, Significant Poverty and Unemployment, a Shortage of Services for Youth, and is heavily populated.

Definitions (continued)

“Non-Profit Organization” means an organization eligible for tax-exempt status pursuant to Section 501 (C) (3) of the Internal Revenue Code.

“Park or Open Space” means a natural or landscaped tract or plot of land located within a Neighborhood Service Area that is currently maintained for public recreational use.

“Park Facility” means improved lands or structures for recreational use on property open to the public.

“Project” means the Acquisition and Development, Development, or Rehabilitation to be accomplished with grant funds.

“Project Grant Amount” means the amount of Grant funds assigned to a specific Project.

“Project Officer” means an employee of the Department, who acts as a liaison with the Grantees and administers Bond Act grants.

“Project Performance Period” means the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

“Project Scope” means the description or activity of work to be accomplished on the Project.

“Rehabilitation” means improvements to real property by construction to bring that property to its original or “near” original condition.

“Shortage of Services for Youth” means a Neighborhood Service Area which has a demonstrated lack of recreational opportunities for persons who have not attained the age of 24 years, and that shortage could increase their likelihood of involvement in criminal activity, adolescent pregnancy, school failure or dropout, juvenile delinquency, gangs, or substance abuse.

“Significant Poverty” for the purpose of this program, means:

- At least 50.1 percent of youth are enrolled in the federal free or reduced price lunch program in the nearest elementary school, the nearest middle school, and the nearest high school in relation to the Project site, and
- The poverty rate for the Neighborhood Service Area is at or below the Federal Poverty Threshold.

“Significant Unemployment” means, for the purpose of this program, a higher than state average of unemployed individuals who reside in the Neighborhood Service Area.

“State Agency” means an agency of the State of California.

“Stewardship” means the Development and implementation of Projects for the protection, preservation, Rehabilitation, restoration, improvement of natural systems and outstanding features and historical and cultural resources.

“Tenure” means the Applicant owns the land or has another long-term agreement with the land owner. (See Appendix H, pg. 67 for complete Land Tenure Scale).

Definitions (continued)

“Youth Centers” – see “Environmental Youth Service Centers”

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.308(a), (g) and (j)(1), 5096.310 (j), 5096.334(a), 5096.348, [Public Resources Code](#), “Regulations for the Accommodation of the Disabled in Public Accommodations, From the State Building Code, Title 24, Parts 2, 3, and 5”; Section 6500 et. seq., [Government Code](#), Section 103(b), Pub. L. 105-336, William F. Goodling Child Nutrition Reauthorization Act of 1998, www.nalusda.gov/fnic/schoolmeals/Regulations/

II. MURRAY-HAYDEN PROGRAM DESCRIPTION

2000 Bond Act Intent

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

Murray-Hayden Program Intent

To provide grant funding for Capital Projects, including parks, park facilities, Environmental Enhancement Projects, Youth Centers, and Environmental Youth Service Centers that are within Immediate Proximity of a neighborhood that has been identified by the Department as having:

- a Critical Lack of Parks and/or Open Space and/or
- Deteriorated Park Facilities

that are in an area of:

- Significant Poverty and Unemployment, and
- have a Shortage of Services for Youth

Priority shall be given to Capital Projects that employ neighborhood residents and At-Risk Youth.

All proposals must result in a completed Project that is open and available for public use by the final billing date.

Amount of Funds Available

Approximately \$43,000,000 is available for Competitive Projects. The minimum grant award is \$50,000.

- At least \$15,000,000 shall be available for grant awards of up to \$500,000 per Project.
- The remaining funds shall be available for grant awards of up to \$3,000,000 per Project.

Eligible Applicants

The following Applicants may apply for Murray-Hayden funds:

- Heavily Urbanized Counties, which are those counties with a population of 750,000 or more
- Heavily Urbanized Cities, which are those cities with a population of 200,000 or more, or cities within a Heavily Urbanized County
- Non-Profit Organizations within Heavily Urbanized Counties or Heavily Urbanized Cities
- Eligible Districts within Heavily Urbanized Counties or Heavily Urbanized Cities
- Federally recognized California Indian Tribes within Heavily Urbanized Counties or Heavily Urbanized Cities

Eligible Projects

The following types of Capital Projects are eligible for grant funding:

- Acquisition and Development
- Development
- Rehabilitation

Acquisition and Development Projects

All Acquisition Projects must also include a Development component, including, but not limited to, the following:

- Acquiring a vacant lot and developing it into a pocket park
- Acquiring land and converting it to a playground, play field, or community garden
- Purchasing a building and converting it to a recreation center

Development Projects

Funds may be used for Capital Projects to develop parks, park facilities, Youth Centers, or Environmental Youth Service Centers designed to support activities, including, but not limited to, the following:

- performing arts stages
- athletic facilities
- play areas

Rehabilitation Projects

An Applicant may rehabilitate a park, recreation facility, or historical structure within the Neighborhood Service Area, under the following circumstances:

- The facility is no longer fully serviceable, and when rehabilitated, will provide expanded or additional opportunities
- The facility is inoperative
- The facility is unsafe
- The facility allows only limited use, and when rehabilitated, will provide expanded use

Matching Requirements

The minimum local Match, all of which must come from nonstate monies, is 3/7 times the Project Grant Amount for each Project. This represents 30% of the allowable Project cost. The fraction 3/7 is useable, because for every ten dollars in allowable Project cost, the State will cover seven dollars with a grant (70% of Project cost) and the Grantee must Match the State's seven dollars with three dollars (30% of Project Cost) from the Grantee's funds. Thus, the local Match equals three dollars local Match money for every seven dollars in State grant money, or 3/7 times the Project Grant Amount.

For example, a \$1,000,000 Project funded by a \$700,000 grant will require a \$300,000 Match [calculated as 30% of the Project cost (0.3 times \$1,000,000) or as 3/7 times the Project Grant Amount (3/7 times \$700,000)].

The Match cannot come from State sources, such as other State funded grant programs.

Match From Private or Nonstate Sources

At least one-third of the local Match must consist of monies or nonmonetary contributions from private or nonstate sources, unless waived (See page 8 for waiver information). The minimum Match from private or nonstate sources can be calculated as 10% of the Project cost (e.g., for a \$1,000,000 Project, the Match is $.10 \times \$1,000,000 = \$100,000$). If the Project Grant Amount is known, the minimum Match can also be calculated as 1/7 times the Project Grant Amount (e.g., for a \$1,000,000 Project with a Project Grant Amount of \$700,000, the Match is $\$700,000 \times 1/7 = \$100,000$).

The Applicant shall certify to the Department the source and amount of private or nonstate sources (See Appendix J, page 77 for Local Match Certification Form). The Certification shall be made at least 30 days prior to actual release of state funds.

Real property, cash, or other assets required to be transferred to a public agency pursuant to Section 66477 of the [Government Code](#) or any other provision of law shall not qualify as funds from a private or nonstate source. However, they shall qualify as the monetary or nonmonetary contribution the Applicant is required to furnish.

Matching Formula - 70% state and 30% local Match. One-third of local Match must come from private or nonstate sources, unless waived. **The 30% Match cannot come from state sources, such as other state funded grant programs (Per Capita, Habitat Conservation Fund, Urban Centers, Non-Motorized Trails, etc.).**

ELIGIBLE SOURCES TO MEET MATCHING REQUIREMENT

Local Component – 2/7th of Grant Amount
<ol style="list-style-type: none"> 1. Local Applicant Money 2. Lands, cash, or assets transferred to the Project from other local agencies 3. Force Account Labor 4. Federal Funds 5. Private cash or land donations 6. Any combination of the above
Private or Non-State Component – 1/7th of Grant Amount (Minimum)
<ol style="list-style-type: none"> 1. Cash donations, land donations, the equipment, supplies, volunteer labor, free or reduced-cost use of lands, facilities, or equipment, bequests and earnings from wills, estates, and trusts 2. Federal funds 3. Cash from local agencies, other than the Applicant 4. Money from private sources 5. For Acquisition and Development Projects: Property donated to be part of the Acquisition portion of the Project or reduced cost of land 6. Any combination of the above

At the Applicant's option, the entire Match can come from private or nonstate sources.

Criteria for Match Waivers

Criteria of Waiver Conditions for 10% Private or Nonstate Match

Applicants may request a waiver of the 10% private or nonstate Match. With a waiver, the Grantee is still responsible for a 30 percent local Match, but will not be required to certify that one-third of this 30 percent Match is from private or nonstate sources. The Grantee should submit this request for waiver in narrative form to the Department. It may be submitted at the same time the Applicant submits the Project Application.

The Applicant's Matching money from private or nonstate sources shall not be required if the Applicant can comply with Item A **and** Item B or C (i.e., A and B **or** A and C).

- A. The Applicant currently has available the entire 30% in other eligible Matching funds in the event the private or nonstate Match is waived (certification required).

AND

- B. There has been an unsuccessful attempt to raise private or obtain nonstate Matching funds or contributions for the proposed Project or similar Projects (submit evidence);

OR

- C. An attempt to raise funds would, in the estimation of the Applicant, be unsuccessful for two or more of the following reasons:
1. The availability of financial assistance from private or nonstate sources for the Project is limited (submit statement);
 2. The per capita income in the Applicant's Jurisdiction is lower than the statewide average (submit evidence);
 3. The unemployment rate in the Applicant's Jurisdiction is above the statewide average (submit evidence);
 4. Industry or business closure in the Applicant's Jurisdiction has accelerated in the past two years (submit evidence);
 5. The proposed Project is of a nature not likely to attract private or nonstate funds or contributions. This includes, but is not limited to, replacement Projects of existing support facilities (restrooms, parking, irrigation systems, water supply, drainage), site preparation for new Developments (grading, utility, fencing), and Projects such as in-holdings, easements, and boundary adjustments.

Criteria for Waiver Conditions for Entire 30% Local Match

A waiver request must accompany the Project Application and include all information requested. A waiver of the entire local Match applies only to *the Acquisition portion of a Project*. Local matching money shall not be required if the Applicant can demonstrate, through supporting evidence, that urgent and unmet land Acquisition needs exist and that all of the following conditions prevail (please submit required materials as indicated):

1. The proposed Project is currently the Applicant's highest priority acquisition (submit statement);
2. There is evidence of loss to nonrecreation purposes if the property is not acquired immediately (submit statement);
3. There is an absence of sufficient parkland and recreation facilities within the Neighborhood Service Area (neighborhood, community, region - submit statement);
4. In the year in which the grant is to be encumbered, the Applicant does not have other local funds or federal funds that may be used to Match the state grant (submit statement and budget data);
5. More than 15% of the Applicant's population is below the poverty level, as defined and established by statistics from the most recent decennial census (submit statement);
6. The property can be acquired immediately after grant funds are appropriated by the state (submit Acquisition schedule and evidence of a willing seller).

State Administrative Costs

The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

Note: Authority cited: Section 5003 ; [Public Resources Code](#). References: Sections 5096.310(j), 5096.332, 5096.333, 5096.336(b), 5096.367, 5096.341 (a), 5096.348 (b)(2), 5096.367, [Public Resources Code](#). .

III. IMPORTANT POINTS

- The Project Application Package must be received by the Department by 5:00 p.m., May 1, 2002, or postmarked on or before May 1, 2002. (See Project Application Checklist, page 33, for more information.)
- Applications will be ranked on a Competitive basis
- An Applicant may submit multiple Applications. One Application shall be submitted per Project site.

IMPORTANT POINTS (continued)

- All Acquisition Projects must also include a Development component, which will result in a completed project that is open and available for public use by the final billing date.
- Grant funds are not available for expenditure until they are appropriated in the state budget and there is a fully executed Contract between the Department and the Grantee.
- Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds (less Acquisition funds if such Acquisition funds are placed into an escrow account by the Department) guaranteeing faithful performance of the covenants and obligations of the Grant Contract. The Grantee shall execute and deliver the performance bond to the Department prior to execution of the Grant Contract.
- The Grantee may spend up to 25% of the Project Grant Amount for non-construction costs, including grants administration, plans, permits, specifications, CEQA compliance, and/or Acquisition documents.
- At the time of Application, the Applicant must provide, at a minimum, either (1) a Notice of Exemption filed with the county clerk, or (2) an initial study with a description of how the Applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. If the Applicant has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Applicant directly related to the CEQA process can be applied to the non-construction costs limit. Applicants must submit copies of all existing permits and a list of additional required permits, the status of each, and indicate when permit approval would occur. Permits for undertaking a Project must be obtained before construction starts.
- Prior to commencement of construction or Acquisition, the Grantee must complete the CEQA process and provide documentation. The required documentation must include one of the following: a Notice of Exemption filed with the county clerk, or an Environmental Impact Report or a Negative Declaration, along with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk. For further information on Tribal compliance with CEQA, please contact your Project Officer or call (916) 653-7423.

IMPORTANT POINTS (continued)

- Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
- The Grantees must have a fully executed Contract with the Department within three years from the Appropriations date (6/30/04).
- The Grantee should complete all funded Projects and submit final documentation by March 1, 2009 to process the final payment. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
- For Development Projects, the Applicant must own the land or hold a lease or other long-term interest in the land that is satisfactory to the Department. If a grant Applicant does not have fee title to the land, the Applicant shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in the land that is held by the Applicant (See Appendix H, page 67).
- All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and Acquisition of real property.
- For Acquisition and Development Projects involving and occurring on real property to be held in private ownership, the Grantee shall open an escrow account and provide to the Department a preliminary title report of the property to be acquired. The Department reserves the right to require any or all encumbrances on the title of the property to be cleared. Upon the Department's approval of the preliminary title report, Acquisition funds shall be placed in the escrow account. The Grantee shall execute a promissory note in a form approved by the Department (See Appendix K, page 81). The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department (See Appendix L, page 85). The Grantee shall execute, record concurrently with the conveyance document, and deliver, along with the original promissory note, a conformed copy of the deed of trust to the Department within 15 calendar days from the date of Acquisition of the real property.

IMPORTANT POINTS (continued)

- For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute and deliver to the Department a promissory note in a form approved by the Department (See Appendix, K, page 81). The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department (See Appendix L, page 85). The Grantee shall execute, record, and deliver such deed of trust to the Department prior to the execution of this Grant Contract.
- Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds (less Acquisition funds if such Acquisition funds are placed into an escrow account by the Department) guaranteeing faithful performance of the covenants and obligations of the Grant Contract. The performance bond shall be prepared on standard bonding company forms and shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Grantee shall execute and deliver the performance bond to the Department prior to execution of the Grant Contract. The performance bond must remain in full force and effect until the time the final payment is processed on the Grant Contract.
- The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and disabled access laws.
- Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds. (See Appendix I, page 71).

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.301, 5096.307 (a) (b), 5096.309, 5096.341 (a) (d)(1) and (2), 5096.342(b), and 5096.343(a), [Public Resources Code](#).

IV. GRANT PROCESS

Following is the Murray-Hayden Program Process:

1. The Applicant determines the amount of funds needed for the Project.
2. The Applicant prepares and submits a grant Application package to the Department, using the Project Application Checklist (see page 33).
3. The Department evaluates all Applications based on eligibility and ranking criteria.
4. The Department selects the Projects for funding.
5. The Department informs the Applicants of approval/disapproval.
6. The Department sends the Contract to the successful Applicant.
7. Grantees that are Non-Profit Organizations execute a performance bond in an amount equal to at least one hundred percent (100%) of the total grant amount (less Acquisition funds if such Acquisition funds are deposited into an escrow account by the Department).
8. Grantees that are receiving grant funds for Acquisition and Development Projects and/or Development Projects involving and/or occurring on real property held in private ownership execute a promissory note and execute and record a deed of trust.
9. The Grantee returns a signed copy of the Contract along with all other required documents to the Department.
10. The Department returns a fully executed Contract to the Grantee. The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as plans, permits, specifications, and CEQA compliance.
11. Once CEQA has been completed, the Grantee commences work on the Project, as specified in the approved Application, and may request up to 80% of the Project Grant Amount, either when construction has commenced, or after the construction Contract is awarded, and has issued a notice to proceed.
12. The Grantee posts 2000 Bond Act signs as required, acknowledging the source of funds (See Appendix I, page 71).
13. The Grantee completes the Project and submits the Project Completion Package (See Appendix G, page 55).
14. The Department Project Officer makes a final on-site Project inspection.
15. The Department processes the final payment request.
16. The Department may perform an audit of the completed Project.

V. PROJECT SELECTION PROCESS

Staff will review each grant application to determine whether it meets the eligibility requirements. Eligible applications will be read, compared, and ranked on a relative scale based on the information provided. Staff will conduct site visits to those Projects that most closely approach the Murray-Hayden Program intent. The Department will then make the final Project selections.

VI. PROJECT SELECTION CRITERIA

Project Proposal Narrative

The Applicant shall submit a Project proposal narrative as part of the Grant Application Package. The information provided in the Project proposal narrative will permit the Department to evaluate competing Projects.

The Project proposal shall include the following components:

- A one-page summary describing the Project, why the Project is needed and how the Project will address these needs.
- Up to a 15-page, single-sided narrative, double-spaced, with 12-point font.
- The requested attachments and other requested documents within the criteria are not included in the 15-page narrative.

The Applicant shall structure the narrative to address each of the criteria in the order set forth below. See Appendix M, page 93, Suggested Information Resources, to locate the data requested in this section.

Need for Project (30 points total)

1. Critical Lack of Park and Open Space Land (5 points)

- Provide the acreage of Park and Open Space land found within the Neighborhood Service Area.
- Provide the population within the Neighborhood Service Area.

The maximum number of points will be given to Projects in Neighborhood Service Areas with the lowest ratio of Park and Open Space Land to number of residents.

Points:

<u>5</u>	<i>From 0 to less than 2 acres per 1,000 residents</i>
<u>3</u>	<i>From 2 to less than 3 acres per 1,000 residents</i>
<u>2</u>	<i>From 3 to less than 4 acres per 1,000 residents</i>
<u>1</u>	<i>From 4 to less than 5 acres per 1,000 residents</i>

2. **Significant Poverty and Unemployment** (10 points)

- Citing each information source used, provide the percentage of youth enrolled in the federal free or reduced price lunch program in the nearest public elementary school and the nearest public middle school in relation to the Project site,
or
Provide the percentage of poverty in the Neighborhood Service Area, using 1990 US Census Tract statistics,
and
- Provide the percentage of unemployment in the Neighborhood Service Area, using 1990 US Census Tract statistics.

Points for the average percentage of youth enrolled in the free or reduced price lunch program, or highest percentage of poverty in the Neighborhood Service Area, whichever is higher:

<u>7</u>	<i>From 90% to 100% of youth enrolled, or 50% or more of the population at or below poverty level</i>
<u>5</u>	<i>From 80% to less than 90% youth enrolled, or 40% to less than 50% of the population at or below poverty level</i>
<u>4</u>	<i>From 70% to less than 80% of youth enrolled, or 30% to less than 40% of the population at or below poverty level</i>
<u>2</u>	<i>From 50.1% to less than 70% of youth enrolled, or 20% to less than 30% of the population at or below poverty level</i>
<u>0</u>	<i>Less than 50.1% of youth enrolled, or less than 20% of the population at or below poverty level, or no information source cited</i>

Points for unemployment rates of the Neighborhood Service Area (according to 1990 US Census Tract statistics):

<u>3</u>	<i>30% unemployment rate and higher</i>
<u>2</u>	<i>20% to 29% unemployment rate</i>
<u>1</u>	<i>10% to 19% unemployment rate</i>
<u>0</u>	<i>Less than 10% unemployment rate</i>

*The maximum number of points will be given to Projects in Neighborhood Service Areas with the highest percentage of youth enrolled in the free or reduced price lunch program, or the highest rate of poverty indicators, **and** the highest rate of unemployment, as requested above.*

3. **At-Risk Youth** (10 points)

For the years 1998 through 2000, inclusive, provide an average figure for 3 out of the 4 categories below, for the zip code(s) encompassing the Neighborhood Service Area. Cite a source for each set of data submitted:

- The juvenile arrest rate
- The homicide rate
- The teen pregnancy rate
- The school dropout rate from the nearest public high school in relation to the Project site.

The maximum number of points will be given to Projects in Neighborhood Service Areas with the combined highest rate of 3 out of 4 of the at-risk indicators requested above. The Department will develop a list in rank order of the combined rates from all applications, and will assign points based on the scale below.

Points:

<u>10</u>	Top 10% of the rank on the list
<u>7</u>	11% to 20% of the rank on the list
<u>5</u>	21% to 30% of the rank on the list
<u>3</u>	31% to 50% of the rank on the list
<u>1</u>	51% to 75% of the rank on the list
<u>0</u>	Below 75% of the rank on the list, or information sources not cited

4. **Shortage of Services** (5 points)

- Describe the opportunities in the Neighborhood Service Area which are similar to the proposed Project.
- Explain the need to expand current opportunities in the Neighborhood Service Area.
- Describe any significant deterioration of facilities in the Neighborhood Service Area. Include photographs (maximum size 8" X 10") or other evidence.

The maximum number of points will be given to Projects in Neighborhood Service Areas that demonstrate the most critical shortage of facilities and services.

Immediate Proximity and Access

(10 points total)

1. Provide the population within one-quarter mile of the Project Site. (4 points)
The maximum number of points will be given to Projects in Neighborhood Service Areas that have the highest population within a one-quarter mile of the Project site. The Department will develop a list in rank order of the populations from all applications, and will assign points based on the scale below.

Points:

<u>4</u>	<i>Top 20% of the rank on the list</i>
<u>3</u>	<i>From 21% to 40% of the rank on the list</i>
<u>2</u>	<i>From 41% to 60% of the rank on the list</i>
<u>1</u>	<i>From 61% to 80% of the rank on the list</i>
<u>0</u>	<i>Below 80% of the rank on the list</i>

If the applicant scores less than 4 points based on the population within the ¼ mile area, 1 extra point may be given for demonstration of adequate and affordable transportation to the project site to serve target populations.

2. Using the map referred to in the Project Application Checklist item 20, page 34, identify any public access opportunities to the Project site. If the Project site will also serve participants from outside the Neighborhood Service Area, explain how the participants will access the Project site. Describe any barriers (physical, social, and others) that may limit access to and from the Project site, and describe solutions to those barriers. (6 points)
The maximum number of points will be given to Projects that have the best access and/or best solutions to increasing safe access to and from the Project site.

Community Collaboration

(20 points total)

1. Explain how the Project concept incorporates the ideas and input identified and supported by the residents in the Neighborhood Service Area, such as meetings, planning sessions, community surveys, etc. (8 points)
The maximum number of points will be given to Projects that provide evidence of obtaining ideas from neighborhood residents and that most clearly reflect those ideas.

Community Collaboration (continued)

2. Describe the plan to employ residents and At-Risk Youth for job opportunities related to the Project (e.g., construction, landscaping, murals, artwork, maintaining the Project after completion, etc.) The plan should include the types of employment that will be created by this Project and the estimated number of positions available. (6 points)
The maximum number of points will be given to Projects that provide meaningful employment for the greatest number of neighborhood residents and At-Risk Youth.
3. Describe how the Applicant will collaborate with various partners for the Capital Project, funding, and/or services. Include information about the partners' roles and capabilities. (6 points)
The maximum number of points will be given to Projects that demonstrate collaborative efforts that will best achieve the project goals.

Applicant's Organizational Capability and Readiness

(15 points total)

1. Provide information on the Applicant's expertise, experience, or capabilities in successfully completing a similar Project(s). (7 points)
The maximum number of points will be given to Applicants with demonstrated ability or potential.
2. Provide a timeline that describes the key milestones of the proposed Project, including the Project's start and completion date. Submit a list of required permits, the current status of each, and the projected time each permit will be issued. (4 points)
The maximum number of points will be given to Applicants who can demonstrate a clear plan and the ability to implement the Project once funds are available, and who can obtain all required permits within one year of grant award announcement.
3. Provide a plan for how the Applicant will provide for the long-term management and maintenance of the Project site. Include staffing and budget information. (4 points)
The maximum number of points will be given to Applicants that demonstrate the ability to provide for the long-term operation and maintenance of the Project.

Project Benefits
(25 points total)

1. Explain how the Project and related activities will enhance the social, cultural, and natural conditions of various residents (youth, families, seniors, etc.)(15 points)
The maximum number of points will be given to Projects that will provide the greatest variety of enriching opportunities for the residents in the Neighborhood Service Area.
2. Describe the hours of operation, and how the hours will best benefit the neighborhood residents, with emphasis on At-Risk Youth. Explain how service fees, if any, are reasonable.
(10 points)
The maximum number of points will be given to Projects that provide the longest operating hours, which includes the hours of 3-7 PM.

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.310 (j), 5096.341 (a), and 5096.348, [Public Resources Code](#).

VII. ADMINISTRATION PROCESS

Changes to Project Scope

The Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.

Project Withdrawals

The Grantee may withdraw a Project. The Grantee shall notify the Department in writing of a Project withdrawal. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the Project Grant Amount.

Eligible Costs

Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

COSTS	EXPLANATION	EXAMPLES
Non-Construction Costs	<ul style="list-style-type: none"> Costs incurred after a Contract has been fully executed, including planning, appraisals, and negotiations Expenditure subject to 25% non-construction costs maximum 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits Appraisals Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's prevailing wage or salary scales Must be computed on actual time spent on Project Must not exceed the Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another section/Department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project Consultants must be paid in compliance with the Grantee's customary method and rate No consultant fee shall be paid to the Grantee's own employees without prior approval 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project
Construction	<ul style="list-style-type: none"> All necessary construction activities 	<ul style="list-style-type: none"> Facility Development Inspection and construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage The equipment use charges must be made in accordance with the Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility 	<ul style="list-style-type: none"> Hitching posts Play equipment Fixed resting areas/benches Signs/interpretive aids
Construction Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay Costs may be Capitalized according to the Grantee's policy The Grantee may only claim those costs reasonably attributable to the Project 	<ul style="list-style-type: none"> Materials such as concrete, wood, etc. Supplies such as hammers, nails
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business The Grantee shall comply with State Relocation Act requirements. (Chapter 16, Section 7260, Government Code) 	<ul style="list-style-type: none"> See Chapter 16, Section 7260, Government Code.
Acquisition Costs	<ul style="list-style-type: none"> Costs of acquiring real property 	<ul style="list-style-type: none"> Purchase price/appraisals Title/escrow fees Deed of Trust
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs 	<ul style="list-style-type: none"> Performance Bond Communications expenses Insurance

Payment Process

The following table illustrates the grant fund payment process for Acquisition and Development Projects:

ACQUISITION AND DEVELOPMENT PROJECT	DEVELOPMENT PROJECT
<ul style="list-style-type: none">• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as CEQA compliance.• Once CEQA has been completed, the Grantee commences work on the Project, and may request up to 80% of the Project Grant Amount as specified in the approved Application or 100% of the actual Acquisition cost, whichever is less, after the property is in escrow. This Project advance shall be immediately placed into escrow.• After completion of the Project, the Grantee submits support materials and requests final payment.	<ul style="list-style-type: none">• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as plans, specifications, CEQA compliance.• Once CEQA has been completed, the Grantee commences work on the Project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction Contract is awarded, and issued a notice to proceed.• After completion of the Project, the Grantee submits support materials and requests final payment.

Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix E, page 49).

All figures should be rounded to the nearest dollar. Grantees should allow four to six weeks to receive payment after submitting a completed payment request to the Department.

Interest Earned From An Advance

Any interest earned from an advance shall be returned to the Department unless the interest is used for Project costs.

Loss of Funding

The following actions may result in a Grantee's loss of funding

- A Grantee fails to obtain a Contract within three years of Appropriation of program funds.
- A Grantee withdraws from the grant program
- A Grantee fails to complete the Project and/or fails to submit all documentation within eight years from the date of Appropriation of program funds

Site Visits

The Grantee shall permit periodic on-site visits, including a final inspection of the Project lands and/or facilities acquired or developed utilizing 2000 Bond Act funds to determine if the work performed is in accordance with the approved Project Scope.

Public Access

The Grantee shall provide for public access to the Project lands and/or facilities in accordance with the intent and provisions of the enabling legislation and/or program.

Project Completion

Upon Project completion, the Grantee submits the final payment request, final Project costs, and Project Certification Form, which is included in the Project Completion package (See Appendix G, page 55).

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341 (d) (1), [Public Resources Code](#)

Special Provisions

Performance Bond Requirement - Non-Profit Organizations

Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds (less Acquisition funds if such Acquisition funds are placed into an escrow account by the Department) guaranteeing faithful performance of the covenants and obligations of the Grant Contract.

The performance bond shall be prepared on standard bonding company forms and shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Grantee shall execute and deliver the performance bond to the Department prior to execution of the Grant Contract.

The performance bond must remain in full force and effect until the time the final payment is processed on the Grant Contract.

Promissory Note and Deed of Trust Requirement - Acquisition and Development Projects Involving and Occurring on Private Property

For Acquisition and Development Projects involving and occurring on real property held in private ownership, the Grantee shall open an escrow account and provide to the Department a preliminary title report of the property to be acquired. The Department reserves the right to require any or all encumbrances on the title of the property to be cleared. Upon the Department's approval of the preliminary title report, Acquisition funds shall be placed in the escrow account. The Grantee shall execute a promissory note in a form approved by the Department (See Appendix K, page 81) The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department (see Appendix L, page 85).

Promissory Note and Deed of Trust Requirement - Acquisition and Development Projects Involving and Occurring on Private Property (continued)

The Grantee shall execute, record concurrently with the conveyance document, and deliver, along with the original promissory note, a conformed copy of the deed of trust to the Department within 15 calendar days from the date of Acquisition of the real property (See Appendix L, page 85).

Should any of the following events occur, the Department may, without the consent of the Department of General Services, foreclose upon the lien, take possession of and sell the property:

- The owner of the real property or the facilities thereon ceases to be an eligible Grantee.
- The Grantee fails to meet any or all of the obligations or covenants of this Grant Contract.

Promissory Note and Deed of Trust Requirement - Development Projects Occurring on Private Property

For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute and deliver to the Department a promissory note in a form approved by the Department (See Appendix K, page 81). The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department (See Appendix L, page 85). The Grantee shall execute, record, and deliver such deed of trust to the Department prior to the execution of this Grant Contract.

Should any of the following events occur, the Department may, without the consent of the Department of General Services, foreclose upon the lien, take possession of and sell the property:

- The owner of the real property or the facilities thereon ceases to be an eligible Grantee.
- The Grantee fails to meet any or all of the obligations or covenants of this Grant Contract.

VIII. STATE AUDIT

Audit Purpose

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which the funds were granted. The Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

Accounting Requirements

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

Records Retention

All Project records must be retained for at least one year following an audit.

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341 (a), [Public Resources Code](#).

IX. APPENDICES

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APPENDIX A – Project Application Form

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State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR AND COASTAL PROTECTION
BOND ACT OF 2000 PROGRAM
MURRAY-HAYDEN PROGRAM PROJECT APPLICATION FORM

This Form and Required Attachments Must Be Submitted for Each Project Site

PROJECT NAME	AMOUNT OF GRANT REQUESTED \$	
	Estimated TOTAL PROJECT COST (State Grant and other funds) \$	
Grant Applicant (Agency and Address)	COUNTY	NEAREST CITY
	PROJECT ADDRESS	
	NEAREST CROSS STREET	
	SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.
Grant Applicant's Representative Authorized in Resolution		
Name	Title	Phone
Person with day-to-day responsibility for Project (if different from authorized representative)		
Name	Title	Phone
Brief description of Project		
For Dev. Projects Land Tenure – Project is: _____ acres _____ Acres owned in fee simple by Grant Applicant _____ Acres available under a _____ year lease _____ Acres other interest (explain) _____ _____	For Acquisition Projects Project land will be _____ acres _____ Acres acquired in fee simple by Grant Applicant _____ Acres in other than fee simple (explain) _____ _____	

I certify that the information contained in this Project Application form and Application requirements is accurate.

Signed _____ Grant Applicant's Authorized Representative as shown in Resolution _____ Date _____

I certify that this Project is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, appropriate planning document, as the case may be, and is consistent with its Articles of Incorporation (Non-Profit Organization), and will satisfy a high priority need.

Grant Applicant's Authorized Planning Agency Representative _____ Date _____

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APPENDIX B – Project Application Checklist

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PROJECT APPLICATION CHECKLIST

The Project Application Package shall consist of the following items. An Applicant may submit multiple Applications. However, the Applicant shall submit one complete Project Application Package per project site to the Department, which will then be rated Competitively.

- ☐ 1. Project Application Form, including a certification that the Project is consistent with the park and recreation element of the city or county general plan, the District park and recreation plan, appropriate planning document, as the case may be, and is consistent with any Articles of Incorporation (Non-Profit Organization), and will satisfy a high priority need. The Project Application Form must be signed by the Applicant's authorized representative and the representative from the Applicant's planning agency. (See Appendix A, page 27)
- ☐ 2. Request for waiver of matching requirement (if applicable).
- ☐ 3. Authorizing Resolution from the Applicant's governing body (See Appendix C, page 35)
- ☐ 4. Project Proposal Narrative (See page 14)
- ☐ 5. At the time of Application, the Applicant must provide, at a minimum, either (1) a Notice of Exemption filed with the county clerk, or (2) an initial study with a description of how the Applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process.
- ☐ 6. Prior to commencement of construction or Acquisition, the Applicant must complete the CEQA process and provide documentation. The required documentation must include one of the following: a Notice of Exemption filed with the county clerk, or an Environmental Impact Report or a Negative Declaration, along with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk. For further information on Tribal compliance with CEQA, please contact your Project Officer or call (916) 653-7423.
- ☐ 7. For Acquisition and Development Projects involving and occurring on real property to be held in private ownership, the Grantee shall open an escrow account and provide to the Department a preliminary title report of the property to be acquired. (see Special Provisions, page 22). This is not required at the time of Application.
- ☐ 8. For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute and deliver to the Department a promissory note in a form approved by the Department (see Appendix K, page 81). This is not required at the time of Application.
- ☐ 9. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- ☐ 10. Evidence of adequate land tenure (lease, joint powers agreement, etc.)
- ☐ 11. Acquisition schedule (Acquisition and Development Projects)

- ☐ 12.Site plan (Development Projects)
- ☐ 13.Cost estimate (Development Projects)
- ☐ 14.Source of additional funds
- ☐ 15.Required permits
 - Applicants must submit copies of all existing permits and a list of additional required permits, the status of each, and indicate when permit approval would occur
 - All permits must be obtained before construction starts.
- ☐ 16.All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof
- ☐ 17.Articles of Incorporation and Annual Report with Mission Statement and Goals (if nonprofit Applicant)
- ☐ 18.Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds (less Acquisition funds if such Acquisition funds are placed into an escrow account by the Department). The Grantee shall execute and deliver the performance bond to the Department prior to execution of the Grant Contract. This is not required at the time of Application.
- ☐ 19.Photos of the Project site and facilities
- ☐ 20.Project Map, as requested in Project Selection Criteria, including the following:
 - Project site
 - Parks and Open Spaces
 - Residential areas, including homes and apartments
 - Schools
 - Public Transit routes
 - Sidewalks and footpaths
 - Bike trails and bike lanes
- ☐ 21.Project Timeline, as requested in Project Selection Criteria

APPENDIX C– Sample Resolution

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SAMPLE RESOLUTION

Resolution No: _____

RESOLUTION OF THE

(Title of Governing Body, City Council, Board of Supervisors)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE MURRAY-HAYDEN PROGRAM UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND COASTAL PROTECTION BOND ACT OF 2000

For

(Project)

WHEREAS, the people of the State of California have enacted the **MURRAY-HAYDEN PROGRAM**, which provides funds to the State of California for grants to local agencies, nonprofit organizations, and federally recognized California Indian tribes for parks, park facilities, Environmental Enhancement Projects, and Environmental Youth Service Centers that are within the Immediate Proximity of a neighborhood that has been identified by the Department as having a critical lack of park or open-space lands or Deteriorated Park Facilities, that are in an area of Significant Poverty and unemployment, that have a shortage of service for youth; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the program and the grant Project shown above within the State, setting up necessary procedures, and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application before submission of said Application to the State, and

WHEREAS, the Applicant will enter into a Contract with the State of California for the Project;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:
(Applicant's Governing Body)

1. Approves the filing of an Application for local assistance funds from the **Murray-Hayden Program** under the **Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000**; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project; and

4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Certifies that Grantee has or will have available, prior to commencement of any work on the Project(s) included in this Application, the required Match; and
6. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the _____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by _____ following a roll call vote: _____
(Applicant's Governing Body)

Ayes

Noes

Absent

(Clerk)

APPENDIX D – Grant Contract

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SAMPLE GRANT CONTRACT
State of California – The Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
MURRAY-HAYDEN PROGRAM

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

PROJECT PERFORMANCE PERIOD is from _____ through _____

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Murray-Hayden Grant Program in the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the Project up to the total Project Grant Amount indicated.

PROJECT DESCRIPTION:

Total Project Grant Amount not to exceed \$ _____

Grantee
By _____
Signature of Authorized Representative

Title _____

Date _____

By _____

Title _____

Date _____

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATE OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	PCA	FISCAL YEAR	
				OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

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Grant Contract
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Project" as used herein means the Project described on page 1 of this Contract.
6. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.)
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. Changes in the Project Scope must be approved in writing by the State and must meet the exact need described in the original Project Application.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.

8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and the provisions of the Contract.
9. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
11. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds and local Matching funds or property allocated to the Capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the applicable city or county planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or appropriate planning document, as the case may be, and will satisfy a high priority need. If the Applicant is a Non-Profit Organization, the Applicant must also certify that the Project is consistent with its Articles of Incorporation.
14. Prior to execution of the Grant Contract, Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds (less Acquisition funds if such Acquisition funds are placed into an escrow account by the Department) guaranteeing faithful performance of the covenants and obligations of the Grant Contract.

The performance bond shall be prepared on standard bonding company forms and shall be issued by a corporate surety authorized to transact a general surety business in the State of California.

The performance bond must remain in full force and effect until the time the final payment is processed on the Contract.

15. For Acquisition and Development Projects involving and occurring on real property held in private ownership, the Grantee shall open an escrow account and provide to the Department a preliminary title report of the property to be acquired. The Department reserves the right to require any or all encumbrances on the title of the property to be cleared. Upon the Department's approval of the preliminary title report, Acquisition funds shall be placed in the escrow account. The Grantee shall execute a promissory note in a form approved by the Department. The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department. The Grantee shall execute, record concurrently with the conveyance document, and deliver, along with the original promissory note, a conformed copy of the deed of trust to the Department within 15 calendar days from the date of Acquisition of the real property.

Should any of the following events occur, the Department may, without the consent of the Department of General Services, foreclose upon the lien, take possession of and sell the property:

- The owner of the real property or the facilities thereon ceases to be an eligible Grantee.
- The Grantee fails to meet any or all of the obligations or covenants of this Grant Contract.

16. For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute and deliver to the Department a promissory note in a form approved by the Department. The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department. The Grantee shall execute, record, and deliver such deed of trust to the Department prior to the execution of this Grant Contract.

Should any of the following events occur, the Department may, without the consent of the Department of General Services, foreclose upon the lien, take possession of and sell the property:

- The owner of the real property or the facilities thereon ceases to be an eligible Grantee.
- The Grantee fails to meet any or all of the obligations or covenants of this Grant Contract.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:
 - a. Up to a ten percent advance of the total Project Grant Amount.
 - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
 - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completing of the Project and receipt of a detailed summary of Project costs from the Grantee.

2. The State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total Project Grant Amount set forth of page 1 of this Contract:
 - a. Up to a ten percent advance of the total Project Grant Amount.
 - b. On proof of award of a construction Contract or commencement of construction by Force Account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
 - c. Remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee shall maintain and operate the property developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the Capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

APPENDIX E – Payment Request

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**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**PAYMENT REQUEST
State Grant Programs**

See Instructions on reverse

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. GRANTEE	
4. PROJECT TITLE	
5. TYPE OF PAYMENT	
ADVANCE <input type="checkbox"/>	REIMBURSEMENT <input type="checkbox"/>
FINAL <input type="checkbox"/>	

6. PAYMENT INFORMATION

(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

a. Project Amount	\$	<input style="width: 95%;" type="text"/>
b. Funds Received to Date	\$	<input style="width: 95%;" type="text"/>
c. Available (a. minus b.)	\$	<input style="width: 95%;" type="text"/>
d. Amount of This Request	\$	<div style="border: 2px solid black; width: 100%; height: 1.2em;"></div>
e. Remaining Funds After This Payment (c. minus d.)	\$	<input style="width: 95%;" type="text"/>

7. SEND WARRANT TO:

GRANTEE NAME	<input style="width: 60%;" type="text"/>
STREET ADDRESS	<input style="width: 60%;" type="text"/>
CITY, STATE, ZIP CODE	<input style="width: 60%;" type="text"/>
ATTENTION	<input style="width: 60%;" type="text"/>

8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
--	-------	------

FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE	DATE
----------------------------	------

DPR 212 (Rev.5/01) (Front)

PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project
2. CONTRACT NUMBER -- As shown in Certification of Funding section of the Project Contract
3. GRANTEE -- GRANTEE name as shown on the Project Contract
4. PROJECT TITLE -- Title of Project for which payment is requested
5. TYPE OF PAYMENT -- Check appropriate box
6. PAYMENT INFORMATION
 - (a) Project Grant Amount -- The amount of state grant funds allocated to this Project
 - (b) Funds Received to Date -- Total amount already received for this Project
 - (c) Available -- (a. minus b.)
 - (d) Amount of This Payment Request -- Amount that is being requested
 - (e) Remaining Funds After This Payment -- (c. minus d.)
7. SEND WARRANT TO – Grantee name, address and contact person
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE

DPR 212 (Rev.5/01) (Back)

APPENDIX F – Acquisition Schedule

SAMPLE ACQUISITION SCHEDULE

(All Acquisition Projects must include a Development component)

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost
1	25.20	12-85	102,000	4,500	10,000*	116,500
2	2.97	12-85	19,000	-	-	19,000
3	6.00	1-86	21,000	-	-	21,000
4	37.13	3-86	76,500	-	-	76,500
			Administration of relocation program			1,000
			Relocation			7,000
Total Acreage	71.30					
				TOTAL		241,000

*Explain proposed use or disposition of improvements.

APPENDIX G – Project Completion Package

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PROJECT COMPLETION PACKAGE STATE GRANT PROGRAMS

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. READ ALL FORMS. Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant Programs. Make copies of the forms as needed.
3. FORMS: The forms have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.
4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION AND AT LEAST ONE YEAR FOLLOWING AN AUDIT. A Project is considered complete upon receipt of final grant payment from the State.

PROJECT COMPLETION PACKAGE CHECKLIST

Please submit the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

REQUIRED:

1. Payment Request Form – One copy of the payment request form, DPR 212, signed by authorized representative.
2. Project Certification Form – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (e.g., construction Contract, fencing materials) and amount.

IF APPLICABLE:

4. Labor Costs Summary Form – Summarize any in-house labor costs charged to the Project, the summary should note the location of source documentation to verify the summary (e.g., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits; no overhead.
5. Equipment Cost Summary Form – Include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (e.g., Department of Transportation standards).

PROJECT CERTIFICATION FORM

GRANTEE _____ PROJECT NUMBER: _____

GRANTEE CONTACT FOR AUDIT PURPOSES

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES _____ NO _____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

Grantee Fiscal Representative, Title

Date

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PROJECT COSTS SUMMARY FORM

Project Number _____

Warrant/Check Number	Date	Recipient	Purpose	Amount
----------------------	------	-----------	---------	--------

Total Labor Costs (from attached form) \$_____

Total Equipment Costs (from attached form) \$_____

Subtotal \$ _____

Grand Total \$_____

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LABOR COSTS SUMMARY FORM

Project Number _____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount
---------------------------------	---------------------------------	------------------------------	----------------	---------------

Subtotal \$_____

(Carry Total forward to Project Costs Summary Form)

Total \$_____

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EQUIPMENT COSTS SUMMARY FORM

Project Number _____

Type of Equipment	Dates Work Performed	Amount
-------------------	----------------------	--------

Subtotal \$ _____

(Carry Total forward to Project Costs Summary Form) Total \$ _____

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APPENDIX H – Land Tenure Scale

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Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint powers agreement, or other long term interest in the property.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local Matching funds or property allocated to the Capital costs of the Project (see time scale below). With the approval of the Department, the Grantee or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short term agreement can not be revocable at will by the lessor.
- (2) Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.

TIME SCALE

The Department requires that the Grantee agree to use the property for public recreation use according to the time scale given below:

- Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation
- Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.342(b), 5096.343, [Public Resources Code](#)

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APPENDIX I – Sign Guidelines

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SIGN GUIDELINES

Authority

All Projects funded by the “The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” ([2000 Bond Act](#)) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

Purpose

Installation of signs at all Project sites is required to acknowledge the public’s support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

Types of Signs

1. Signs posted during construction (required for specific situations)

For Projects funded with 2000 Bond Act funds in excess of \$750,000 and/or those Projects in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

Recommended minimum size of sign: 4 feet x 8 feet

2. Signs Posted Upon Completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

Language for Sign

All signs will contain the minimum language below:

(Description of Project)

Another Project to Improve California Parks *(optional: coast, trails, urban parks, etc)* **funded by the 2000 Parks Bond Act**
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

Rusty Areias, Director, California Department of Park and Recreation

Mary Nichols, Secretary for Resources

Gray Davis, Governor

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

Universal Logo

All signs will contain a universal logo (a copy is below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project Officer can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction:

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration:

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

Sign Cost:

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond Project. Archaeological sites are excluded from the sign requirement.

Signs on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

Further Questions:

The Grantee should consult with the Project Officer to resolve any sign issues.

Following is the logo:



Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.309, [Public Resources Code](#).

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APPENDIX J – Local Match Certification Form

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State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

LOCAL MATCH CERTIFICATION FORM
MURRAY-HAYDEN PROGRAM

Certification shall be made by the Grantee at least thirty (30) days prior to actual release of state funds). This certification form applies only to the Match from private or nonstate sources (1/7th of the Grant Amount)

The Grantee _____
certifies that there is available, or will become available prior to the encumbrance of any State funds for any work on the Project for which Application for a grant has been made, the required Match from private or nonstate sources.

Project Name _____

(Round All Figures to the Nearest Dollar)

Total Grant Amount Requested \$ _____

Sources of Private or Nonstate Match	Match Amount
---	---------------------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

TOTAL PRIVATE NON-STATE MATCH (Should equal or exceed 1/7th of the total grant requested)	\$ <u> </u>
---	--------------------------------

Signature of Authorized Representative	Date
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APPENDIX K– Sample Note

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SAMPLE

NOTE

[Total Amount of Grant]

In exchange for the receipt of the sum of [Total Amount of Grant] pursuant to [Grant Contract] dated [Date of Execution of Original Grant Contract] (hereinafter "CONTRACT") between the State of California, Department of Parks and Recreation (hereinafter "STATE") and [Grantee] (hereinafter "GRANTEE"), GRANTEE agrees to repay STATE [Total Amount of Grant] in the event that GRANTEE fails to abide by its obligations as set forth in the CONTRACT. The amount of this NOTE shall be the total amount of the grant.

By the foregoing reference to the CONTRACT, the terms of the CONTRACT are incorporated in this NOTE by such reference as if fully set forth and agreed to in this NOTE. Notwithstanding that the term of the CONTRACT expires on [DATE], the term of this NOTE is effective the date of execution of the original grant contract, and will expire on [DATE].

At the end of such term, provided that all covenants and obligations of the CONTRACT have been met by GRANTEE, GRANTEE's obligations to repay the sums advanced by STATE to GRANTEE pursuant to the terms of the CONTRACT shall be forgiven, this NOTE cancelled and returned to GRANTEE.

If action is commenced to enforce this NOTE, GRANTEE agrees to pay any and all court and attorney fees suffered by STATE.

[GRANTEE]

By: _____
[Name of Signer on behalf of GRANTEE]
[Title of Signer on behalf of GRANTEE]

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APPENDIX L – Sample Deed of Trust

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WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
1416 Ninth Street, Room _____
Sacramento, California 95814

DEED OF TRUST

This DEED OF TRUST, made this _____ day of _____, _____ between
[GRANTEE NAME] _____, hereinafter referred to as "TRUSTOR",
[TITLE COMPANY] _____, hereinafter referred to as "TRUSTEE", and the State
of California, acting through the Department of Parks and Recreation, hereinafter referred to as
"BENEFICIARY".

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE, in
Trust with power of sale, the real property located in the City of
_____ and County of _____,
described as follows:

[Legal Description of Property]

TOGETHER with the rents, issues and profits thereof, subject, however, to the right,
power and authority hereinafter given to and conferred upon BENEFICIARY to collect and
apply such rents, issues and profits.

FOR THE PURPOSES OF SECURING TRUSTOR'S obligations according to the terms
of a promissory note, (hereinafter referred to as "NOTE"), of even date herewith, such NOTE
may be, or as, amended from time to time, executed by the TRUSTOR to BENEFICIARY, and
the performance of each agreement herein contained.

A. To protect the security of this DEED OF TRUST, TRUSTOR agrees:

1. To keep said property in good condition and repair; not to remove or demolish any
building thereon; to complete or restore promptly and in good and workmanlike manner any
building which may be constructed, damaged, or destroyed thereon, and to pay when due all
claims for labor performed and materials furnished therefore; to comply with all laws affecting
said property or requiring any alterations or improvements to be made thereon; not to commit
or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation
of the law; to do all other acts which from the character or use of said property may be
reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain, and deliver to BENEFICIARY fire insurance satisfactory to, and
with loss payable to, BENEFICIARY. The amount collected under any fire or other insurance
policy may be applied to BENEFICIARY upon any indebtedness secured hereby and in such
order as BENEFICIARY may determine, or, at the option of the BENEFICIARY, the entire
amount so collected or any part thereof may be released to TRUSTOR. Such application or
release shall not cure or waive any default or notice of default hereunder, or invalidate any act
done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which BENEFICIARY or TRUSTEE may appear.
4. To pay at least ten (10) days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this TRUST.
5. To pay immediately and without demand all sums expended by BENEFICIARY or TRUSTEE pursuant to the provisions hereof, with interest from date of expenditure at the rate of ten and one-half percent (10.5%) per annum.
6. Should TRUSTOR fail to make any payment, fulfill any obligations as provided in the NOTE, or to do any act as herein provided, then BENEFICIARY, but without obligation so to do, and without notice to or demand upon TRUSTOR, and without releasing TRUSTOR from any obligation hereof, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, BENEFICIARY being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE, pay, purchase, contest, or compromise any encumbrance, charge, or lien which in its judgment appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel, and pay his or her reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of, or injury to, said property or any part thereof is hereby assigned and shall be paid to BENEFICIARY, who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum or compliance with any obligation secured hereby after its due date, BENEFICIARY does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay or comply.
3. At any time or from time to time, without liability therefor, and without notice, upon written request of the BENEFICIARY and presentation of this DEED OF TRUST and said notice for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may reconvey all or any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of BENEFICIARY stating that all sums or obligations secured hereby have been paid, and upon surrender of this DEED OF TRUST and said NOTE to TRUSTEE for cancellation and retention, and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this DEED OF TRUST of any matters or facts shall be

conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, TRUSTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these TRUSTS to collect the rents, issues, and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by the TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable, at the option of BENEFICIARY. In the event of default, BENEFICIARY shall execute or cause the TRUSTEE to execute, a written notice of such default of its election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of the county wherein said property is situated.

After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. TRUSTEE may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals of such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE, or BENEFICIARY, may purchase at such sale.

After deducting all costs, fees, and expenses of TRUSTEE and of this TRUST, including cost of evidence of title and reasonable counsel fees in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of all sums then secured hereby, with accrued interest, in such order and manner as may be required by BENEFICIARY, the remainder, if any, to be paid to the person or persons legally entitled thereto.

7. This DEED OF TRUST applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. In this DEED OF TRUST, whenever the context so requires, the singular number includes the plural.

8. TRUSTEE is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which TRUSTOR, BENEFICIARY, or TRUSTEE shall be a party, unless brought by TRUSTEE.

9. BENEFICIARY may, from time to time, substitute another TRUSTEE in the place of the TRUSTEE herein named, to execute this TRUST. Upon such appointment, and without conveyance to the successor TRUSTEE, the latter shall be vested with all the title, powers, and duties conferred upon TRUSTEE herein named. Each such appointment and substitution shall be made by written instrument executed by the BENEFICAIRY, containing reference to this DEED OF TRUST sufficient to identify it, which, when recorded in the office of the county recorder of the county in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

C. In the event the herein described property, or any part thereof or any interest therein, is sold, agreed to be sold, conveyed or alienated by TRUSTOR, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of BENEFICIARY and without demand or notice, shall immediately become due and payable. Without in any way limiting the rights of the BENEFICIARY as set forth in this paragraph, TRUSTOR shall notify BENEFICIARY in writing of any proposed sale, conveyance, or alienation. Such written notice shall contain financial information sufficient to enable BENEFICIARY to determine the financial ability of the grantee to comply with the provisions of this DEED OF TRUST

D. Any notice of default and any notice of sale hereunder shall be mailed to TRUSTOR at the following address:

[GRANTEE NAME AND ADDRESS]

BENEFICIARY:
STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

TRUSTOR:
[GRANTEE NAME]

By:
Rusty Areias, Director
Department of Parks and Recreation
1416 Ninth Street, Room, 1405
Sacramento, California 95814

By:
[NAME OF SIGNATORY]]
[TITLE]
[GRANTEE NAME]
[ADDRESS]

State of California
County of _____

On _____ before me, _____, Notary Public,
personally appeared _____ personally known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity, and that by
his/her/their signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

State of California
County of _____

On _____ before me, _____, Notary Public,
personally appeared _____ personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

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APPENDIX M – Suggested Information Sources

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SUGGESTED INFORMATION SOURCES

MURRAY-HAYDEN PROGRAM

The Evaluation and Scoring Criteria requires the Applicant to provide various types of information, such as maps or statistical data.

Suggested sources, including, but not limited to, are listed below. For additional sources, and for more information on the sources below, including how to access information, check the Department's web site at <http://www.parks.ca.gov/>.

Poverty

- Local school district business office
- California Department of Education
- United States Department of Agriculture at <http://www.fins.usda.gov>

Unemployment rates

- Local Employment Development Office (EDD)
- City or county government
- California Department of Finance
- Workforce Investment Act (check with the local Workforce Investment Board or Program)

At-Risk Youth

- Local law enforcement agency, including Probation Department
- Local Health and Human Services Department
- State Department of Health Services
- Local school district business office

Maps

- City or county planning or engineering department
- Local Title Insurance Company
- County assessor's office (parcel map)
- United States Geographic Survey

Transportation systems

- City or county transit agency

2000 Bond Act

- Check our website at <http://www.parks.ca.gov/>.